



**Town of Cheverly
6401 Forest Road
Cheverly, MD 20785**

**INVITATION FOR BID (IFB)
PW-IFB-FY2020-001**

Amendment #1

Date: November 13, 2019

The Town of Cheverly is requesting bids for:

One 2020 Ford F250 Pickup Truck with Snow Plow:

Amendment #1 modifies specifications to include two (2) additional keys with fobs instead of two (2) additional keys without fobs. Additionally, the Bid Due Date is extended to December 6, 2019 at 10:00 AM, and projected vehicle order date is extended to December 19, 2019. Also, some page numbers were corrected.

Bid Due Date: 10:00 AM - December 6, 2019

TOWN OF CHEVERLY

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INVITATION FOR BID (IFB)

PW-IFB-FY2020-OO1

Date: November 13, 2019

General Specifications: ONE (1) 2020 FORD F250 4WD, RACE RED COLOR, 6.2L V8 GAS ENGINE, 6 SPD AUTO TRANS, VINYL SEAT & FLOOR, A/C, AM/FM RADIO, TRAILER TOW PKG, BLUETOOTH, E-LOCKING AXLE, POWER WINDOWS, LOCKS & MIRRORS, DRIVER CONFIGURABLE DAY TIME RUNNING LIGHTS, PRIVACY GLASS, REAR DEFROSTER, 2 SETS OF KEYS WITH FOBS. ADDITIONAL SPECIFICATIONS AND FEATURES ARE LISTED WITHIN THIS DOCUMENT AND MUST BE INCLUDED IN THE VEHICLE.

Bid Due Date: 10:00 AM - December 6, 2019
(Bids received later will be returned unopened)

Projected Vehicle Order Date: December 19, 2019 (Acknowledgment of Vendor)

Vendor Vehicle Delivery Date: _____

Mail or Deliver Bids (two copies) to: Dylan O. Galloway, Town Administrator
6401 Forest Road
Cheverly, MD 20785

Mark Inner Envelope: "Sealed Bid PW-IFB-FY2020-OO1 F250 Pickup Truck with Plow"

Direct Inquiries Concerning the Specifications to:

Stephen Brayman
Director of Public Works
Town of Cheverly
6401 Forest Road
Cheverly, MD 20785
301-773-2666 between 7:30 AM and 4:00 PM Monday through Friday except Town holidays
sbrayman@cheverly-md.gov

Notice to Bidders & Invitation For Bid

The Town of Cheverly will receive sealed bids for: ONE (1) F250 Pickup Truck with Snow Plow in accordance with the Town of Cheverly bidding and contract documents and specifications as found in these documents and without deviations until: 10:00 AM - December 6, 2019 at which time they will be publicly opened.

TOWN OF CHEVERLY MAYOR AND TOWN COUNCIL

CONTRACT No. PW - FY2020 - 01

Description: One (1) 2020 Ford F250 4WD, Race Red Color, 6.2L V8 Gas Engine with Snow Plow in accordance with provided specs found below.

The bidding and contract documents maybe examined free of charge at 6401 Forest Road Cheverly, MD 20785 between the hours of 9:00 AM and 4:30 PM daily except Saturdays, Sundays, and/or Town Holidays on and after: November 20, 2019.

This Invitation For Bid (IFB) can be picked up by all interested companies. The receipt of this IFB from the Town of Cheverly in no way implies that the recipient is a responsible bidder. All bids received will be evaluated based on pricing, known previous experience and at the sole discretion of the Town of Cheverly's appointed representatives; whose judgment and selection are final.

Please note that the Town of Cheverly through its representatives reserves the right to reject any and all bids and to award, in whole or in part, so as to best serve the interests of the Town.

Bidders Initials and Date: Initials: _____ Date: _____

BIDDERS QUESTIONNAIRE
THE APPROPRIATE SECTION OF THIS PAGE MUST BE SIGNED BY ALL BIDDERS

NON-COLLUSIVE BIDDING CERTIFICATION

By submission of this bid, each bidder and each person signing on behalf of any bidder certified, and in the case of a joint bid, each party thereto certifies as to its own organizations, under penalty of perjury, that to the best of their knowledge and belief:

1. The prices in this bid have been arrived at independently, without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder, or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to opening, directly, or indirectly to any other bidder or to any competitor; and
3. No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Affix Seal If _____
Principal Is _____
Corporation _____
BY: _____

IF A CORPORATION

The following is a certified copy of resolution authorizing the execution of this certificate by the signature of this bid or proposal on behalf of the corporate bidder, resolved that _____ be authorized to sign and submit the bid or proposal of this corporation for the project on items described, herein, in the Notice to Bidders, and to include in such bid or proposal the Certificate as to Non-Collusion required by the Town of Cheverly, Maryland as the act and deed or such corporation, and for any inaccuracies of misstatement in such certificate this corporate bidder shall be liable under the penalties of perjury.

The foregoing is a true and correct copy of the resolution by _____ Corporation at a meeting of its Board of Directors held on the _____ day of _____, 20_____.

Secretary Seal of Corporation

GENERAL CONDITIONS

TOWN OF CHEVERLY

The General Conditions set out below shall apply to formal bid solicitations for the Town of Cheverly. Bidders are responsible for informing themselves of these requirements prior to submission of bids. Failure to do so will be at bidder's own risk, and pleas of error, or ignorance shall not be honored. Bidders seeking information regarding the General Conditions set forth below should contact the Town of Cheverly's Town Administrator.

I. Receipt of Proposals:

- A. If received after the time specified for Public Bid Opening, formal bids, amendment thereto, or requests for withdrawal of bids will not be considered.
- B. Properly marked bids received prior to the specified time of Public Bid Opening will be securely kept, unopened, by Town Administrator.
- C. No liability shall be attached to the Town or to its representative (s) for the premature opening of an improperly addressed or improperly identified bid.
- D. The checks/bid bonds of all except the lowest bidder will be returned/released within 30 days after the opening of bids. The check/bond will be returned/released to the lowest bidder when the contract is executed. In the event that the bids are rejected, or shelved for any reason, the check/bond will be returned/released to the low bidder within 30 days therefrom.
- E. Unless otherwise specified, all formal bids submitted shall be binding for 180 calendar days following the specified bid opening date, unless the bidder(s), upon request of the Town of Cheverly, agrees to an extension.
- F. The attention of persons intending to make proposals is specifically called to Article 3 of the contract Agreement wherein the bidder agrees that the bidder corporation and/or one of its principal agents legally able to sign and execute a contract has examined the Contract Documents and the demands being made and is fully informed from personal examination of the same regarding the purchase other conditions affecting the procurement to be performed. Particular attention is called to special notes and specifications in the proposal which may contain contract requirements at variance with standard plans and specifications.

II. Bid Opening

- A. Although not necessary Bidders are encouraged to attend the Public Bid Opening and offer constructive suggestions as to format or ways in which the Town may realize greater savings. Bids are available for public inspection subsequent to the Public opening.
- B. Unless otherwise specified by the Town, all formal bids submitted shall be binding for Town acceptance for 180 days from the date of the bid opening.

III. Award or Rejection of Proposals

- A. Bids shall be awarded to the lowest and best responsive and responsible bidder. Bidders (if applicable) may restrict bids to consideration in aggregate by specifically stating same in writing on the bid form. Unless otherwise specified, the Town reserves the right: (1) to award in part or in whole, (2) to reject any or all bids, (3) to waive any information in the bids, and (4) to award so as to best serve the interest of the Town. The Town also reserves the right to reject the proposal of a bidder who has previously failed to execute properly or deliver on time contracts of a similar nature, or the proposal of a bidder who, upon investigation, shows they are not in a position to perform the contract.
- B. The bidder must supply all information required by the Invitation For Bid, Instructions to Bidders, Specifications, and Bid Forms. Failure to fill in all blanks may cause the bid to be disqualified.
- C. A written notice of award (acceptance of bid) shall be provided to the successful bidder within the specified acceptance period.

IV. Quotation

- A. Bid prices must be net, including transportation and handling charges fully prepaid by the contractor to destination and subject only to cash discount for prompt payment of invoices. Vehicle must be delivered to the Town of Cheverly, Department of Public Works, 6401 Forest Road, Cheverly, MD 20785. Vehicle must have temporary tags and registration.
- B. Bid prices shall not include Federal, State, or Local taxes. The Town's Maryland State Tax Exempt Number is 30041926.
- C. When an error is made in computing the extension of total price(s), the unit price will govern. In the event of discrepancies between the prices quoted in the Proposal in words and those quoted in figures, the words shall control.
- D. Bidders must submit any and all exceptions to conditions of the specifications in writing at the time of the bid and as part of the submission.

- E. No oral interpretation shall be made by any Bidder and/or to any Bidder as to the meaning of any of the Contract Documents. Every request for interpretations shall be in writing to the Town.

V. Standards of Quality, “or Equal Clauses”

Any catalog, brand name, or manufacturer’s reference used in a bid invitation is descriptive, and shall be deemed to include “an equal.” Bidders submitting equal substitutions will be considered provided the bidder submits a complete description of same and noting all variations from the specified brand in sufficient detail to support equal quality, equal capability, and equal durability to enable to the Town to judge whether or not all requirements are met. If such information is not provided, like brands will be considered non-responsive. Otherwise, it shall be understood that the specified brand will be furnished.

VI. Purchaser’s Right of Rejection

The Town reserves the right to accept proposals by items or as a whole, or at its discretion, reject any and all proposals and readvertise. The Town of Cheverly reserves the right to increase or decrease all quantities. The Town also reserves the right to reject any and all proposals which comply with these specifications, or to accept a higher bid which complies, provided that, in the judgment of the Town Administrator, the items offered under the higher bid have additional values or functions which justify the difference in price.

VII. Delivery and installation

Delivery of merchandise must conform to the instructions in the bid specifications and/or in the applicable notice of award or purchase order(s). Equipment deliveries shall not exceed 30 days.

VIII. Billing and Payment

Bills must be submitted in duplicate. Original and one copy shall be forwarded to the Town of Cheverly. Payment will be made only upon final acceptance by the Town.

IX. Reservations and Annulments

- A. The right is reserved the Town to reject bids for any and all items, and/or waive technical defects if in its judgment the interest of the Town is better served.
- B. The Town also reserves the right to annul any contract, if in its opinion there shall be a failure, or anytime, to perform faithfully any of its stipulations, or in case of any willful attempt to impose upon the Town materials, products and/or workmanship inferior to that required by the contract, and action taken in pursuance of this latter stipulation shall not affect or impair any rights or claims of the Town to damages for the breach of any covenant of the contract by the contractor.

C. Should the contractor be prevented from furnishing any item or items, or from completing the required work included in this contract by reason of such failures caused by circumstances beyond his control, including but not limited to an Act of God, war, flood, governmental action, and inability to obtain transportation, the Town reserves the right to withdraw such items or required work from the operation of this contract without incurring further liabilities on the part of the Town thereby.

X. Compliance with Specifications

The Contractor shall abide and comply with the true intent of the specifications and not take advantage of any unintentional error or omission, but shall fully complete every part as the true intent and meaning of the specifications, as decided by the Town's Administrator and as described hereinafter.

XI. Responsibility for Supplies Tendered

The contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, and the Contractor shall bear all risk on rejected materials or supplied after notice of rejection. Rejected materials or supplies must be removed by and at the expense of the contractor promptly after notification of rejection. Upon failure to do so within ten (10) days after date of written notification, the Town may return the rejected materials or supplies to the contractor at the contractor's risk and expense.

XII. Inspection

Inspection and acceptance of all procurements will be made after delivery at the destination herein specified unless otherwise stated. Final inspection and acceptance or rejection of the procurements will be made as promptly as practicable, but failure to inspect and or reject procurements shall not impose liability on the Town for such procurements that are not in accordance with the specifications.

XIII. Bidder's List

In an attempt to keep the prospective Bidder's List current, Bidders are asked to respond to all bid specifications. If the response is a "no bid" the bidder is requested to explain his reasons for not bidding. Failure to respond to three consecutive Invitations For Bid may result in the deletion of the Bidder from the Bidder's List.

XIV. Conflict of Interest

No employee of the Town shall be admitted to any share or part of this contract or to any benefit that may arise thereafter.

XV. Contract

1. The proposal, with respect to all items accepted and all papers accompanying the same, including the Schedule and Continuation Sheets, if any, the Specifications, the

Instructions to the Bidders, these General Conditions, and other papers and documents referred to in any of the foregoing including lease or purchase agreements and service contracts, shall constitute the formal contract between the bidder and the Town of Cheverly.

2. The foregoing conditions shall be binding on all sealed bid solicitations unless specifically deleted or amended by reference within the bid documents.

INSTRUCTIONS TO BIDDERS

1. Equipment furnished under these specifications shall be basically the manufacturer's current conventional design, complete with all the necessary operating manuals, parts manuals, shop and preventative maintenance manuals, and other manuals pertinent to the vehicle.
2. All equipment furnished must comply with all Federal, State, local laws, and codes and regulations applicable to normal operation.
3. Warranty certificate must be provided with each unit delivered and it is to be effective the day the Town accepts the unit.
4. The Contractor warrants the vehicle furnished to be of the highest quality, complying with the specifications and free from all defects whatsoever in workmanship and materials, for the manufacturer's standard new vehicle warranty. Replacements and repairs under this warranty are to be made by the Contractor at no cost and to the satisfaction of the Town.
5. Bidders should include and extend any governmental pricing agreements or contracts that they have with any state or local governments that would be beneficial to the Town.

VEHICLE DESCRIPTION

2020 FORD F250 4WD, 6.2L V8 GAS ENGINE, 6 SPD AUTO TRANS, VINYL SEAT & FLOOR, A/C, AM/FM RADIO, TRAILER TOW PKG, BLUETOOTH, E-LOCKING AXLE, POWER WINDOWS, LOCKS & MIRRORS, DRIVER CONFIGURABLE DAY TIME RUNNING LIGHTS, PRIVACY GLASS, REAR DEFROSTER, 2 SETS OF KEYS WITH FOBS. ADDITIONAL REQUIRED SPECIFICATIONS AND FEATURES LISTED BELOW. PLEASE CHECK THAT EACH IS INCLUDED.

✓	Code	Description	Amount
	X2B	2020 F250 - EXTENDED CAB 4WD 6.75' BED	
	8' BED	** Add 8' BED **	
	PQ/AS	Race Red Exterior & Medium Earth Gray Vinyl Bench	
	4WD	4 Wheel Drive	
	18B	Running Boards	
	2FOB	2 Extra Keys (with FOBS)	
	TBM	LT245/75RX17E BSW ALL TERRAIN Tires (4)	
	96V	<u>XL VALUE PACKAGE:</u> <ul style="list-style-type: none"> ● 4.2" Center-stack screen ● AM/FM Stereo Single-CD/MP3 ● Bright chrome hub covers and center ornaments ● Chrome front & rear step bumper ● Cruise Control 	
	473	<u>SNOW PLOW PREP PACKAGE:</u> <ul style="list-style-type: none"> ● Computer selected springs for snowplow application ● Extra Heavy-Duty Alternator (67D) 	
	52B	Integrated Trailer Brake Controller	
	41P	Transfer Case & Fuel Tank Skid Plates	
	85S	Spray In Bed Liner	
	76C	Back Up Alarm	
	61S/62 S	Front & Rear Splash Guards/Mud Flaps	
	61N	Front & Rear Wheel Well Liners	
	66L	LED Box Lighting	
	66S	Up Fitter Switches (6) (req. 67D Extra HD Alternator)	
	43C	110V/400W Outlet	
	592	Clearance Lights, Roof	
	BOSS 8	8' BOSS PLOW – SUPER HEAVY DUTY WITH LED LIGHTS	
		Other costs or reductions (please detail)	
		Total for vehicle	

EXTENDED WARRANTY OPTION #1

Covers: _____

Cost with deductible: \$ _____ Deductible amount: \$ _____

Cost without deductible: \$ _____

Mileage or months that plan covers: _____

AFFIDAVITS

Name and Address of Bidder:

The above named Bidder affirms and declares:

1. That said Bidder is of lawful age and the only one interested in this bid; and that no person, firm or corporation other than hereinabove named has any interest in this bid, or in the contract proposed to be entered into.
2. That this bid is made without any understanding, agreement, or connection with any other person, firm, or corporation making a bid for the same material, supplies, or equipment, and is in all respects fair and without collusion or fraud.
3. The said bidder has carefully examined the procurement documents that from said Bidder's own investigations, said Bidder has satisfied itself as to the nature and intent of the procurement, its character, quality and quantity.
4. Upon acceptance of this proposal for said procurement the undersigned does or do bind the person or persons to enter into written contract with the owner as specified in the "Instructions for Bidders".
5. In default of the performance of any of the conditions required in making this bid, the undersigned agrees that the certified check/bid bond which is herewith deposited with the Owner shall be retained by the Owner as liquidated damages for such default or fraud, otherwise the check/bond will be returned to the successful bidder as noted in the "Instructions for Bidders". **Note: No check/bond is required for this bid.**

Legal name of person, firm or corporation making bid:

BY: _____

(Title of person signing)

AFFIDAVITS

(Continued)

NOTES

1. Where a bidder is a firm, the bid must be signed in the name of the firm by a member of the firm, who must sign that the member's own name immediately thereunder, as A.B. Company, by C.D. Partner.
2. Where a bidder is a corporation, the bid must be signed in the name of the corporation by some duly authorized officer or agent thereof having knowledge of the matters stated in the bid, and such officer or agent shall also subscribe said person's own name, as: A.B. Company, by C.D., President, and the seal of the corporation must be affixed.
3. The bid must be sworn to by the person signed it, in one of the following forms:

AFFIDAVITS

(Continued)

(Form of Affidavit where Bidder is an Individual)

STATE OF MARYLAND)
) ss:
COUNTY OF PRINCE GEORGE'S)

_____ being duly sworn says:

I am the person described in and who executed the foregoing bid and the several matter therein stated are in all respects true.

Signature of person who signed the bid

Subscribed and sworn to before me: this _____ day of _____, 20 _____.

(Notary Public)

COUNTY OF: _____

Preparing and Submitting Bids

1. All bids must be clearly identified on the front of the envelope or top of the carton with the solicitation number, title of the solicitation and the due date and time. Faxed or emailed bids in response to this formal Invitation For Bids are not acceptable. Bids submitted by “overnight Express” must also be in a separate inner envelope or package sealed and identified as stated above. All bids must be addressed to the Town Administrator and received at 6401 Forest Road, Cheverly, MD 20785 (the municipal office building) prior to the bid opening noted above.
2. All bids must be signed by an authorized officer or agent of the Contractor submitting the bid and delivered in sealed envelopes or cartons to the Town Administrator prior to the time and date indicated. Bids received after the time and date indicated will not be accepted or considered.
3. The submission of a bid shall be considered an agreement to all the terms, conditions, and specifications provided herein and in the various bid documents, unless specifically noted otherwise in the bid.
4. Each bid shall be accompanied by the appropriate Affidavit.
5. The Town will assume no responsibility for oral instructions or suggestions. All official correspondence in regard to the specifications shall be directed to and will be issued by the Town.
6. **BID DOCUMENTS:** The required documents shall be submitted, in duplicate (original and one copy), in sealed envelope or carton to the Town Administrator prior to the opening date and time specified above. Failure to return required documents may be cause for rejection of the bid. This solicitation requires the return of the following documents:
 - Bid Submittal Form (page 22)
 - IFB title page (page 3) with vehicle delivery date indicated;
 - Notice to Bidders & Invitation For Bid page (page 4) with Bidders initials and date;
 - Bidders Questionnaire page (page 5) with appropriate information completed;
 - Vehicle Description page (page 12) with pricing information;
 - Extended Warranty page (page 13) with information and pricing; and,
 - Affidavits page (page 14) and appropriate Affidavit (pages 16-18).
7. **All bids must be handwritten or typed on the included “Bid Submittal Form.”** The completed form shall be placed in front of and separated from all other documents included and requested in the bid packet, such that it becomes the first document viewed upon opening the packet.
8. All bids shall include a current catalog or model specification document for the equipment model number being offered for consideration. Bids submitted without such documentation will not be considered. Only information contained on the attached bid form and in the model specification documents will be considered in evaluation bids.

Bidders are reminded that the Town reserves the right to require a performance bond.

All bids should be mailed or hand delivered to:

Town of Cheverly
6401 Forest Road
Cheverly, MD 20785
Attention: Dylan O. Galloway, Town Administrator

Please note each piece of the heavy equipment available for bid may include several different sizes and categories of machines. You should read the specifications carefully to ensure no discrepancies or omissions that may render useless the intent of the Bid.

Sample Contract Agreement

Town of Cheverly
Mayor and Town Council

This agreement, entered into this _____ day of _____, 20_____,
by the Town of Cheverly, Maryland hereinafter referred to as the "OWNER",
acting by and through the Mayor, Town of Cheverly, pursuant to the statute
and _____ a Corporation organized and existing
under the laws of the State of Maryland, _____ a
partnership consisting of _____ and
individual conducting business as _____
as _____ the location of whose
principal office is _____ hereinafter called the
"CONTRACTOR."

WITNESSETH, that the "OWNER" and the "CONTRACTOR", for the
consideration hereinafter name, agreed as follows

BID SUBMITTAL FORM
PW-IFB-FY2020-OO1

1. Name, Address and Contact Information of Bidder:

2. Total Net Price: \$_____

3. Delivery date with Projected Vehicle Order Date of 12/03/19: _____

4. All Specifications met:

- Yes as specified
- Yes with substitutions
- No

5. Check that all required forms are included:

- Bid Submittal Form (page 22)
- IFB title page (page 3) with vehicle delivery date indicated;
- Notice to Bidders & Invitation For Bid page (page 4) with Bidders initials and date;
- Bidders Questionnaire page (page 5) with appropriate information completed;
- Vehicle Description page (page 12) with pricing information;
- Extended Warranty page (page 13) with information and pricing; and,
- Affidavits page (page 14) and appropriate Affidavit (pages 16-18).